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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

**Audie R. Gloderos Caballero,
Minerva I. Valentín Crespo,**

Debtors

CASE NO: **08-08073 SEK**

CHAPTER: **13**

Banco Popular de Puerto Rico,
Movant,

Audie R. Gloderos Caballero,
Minerva I. Valentín Crespo,
Debtors-Respondents,

Alejandro Oliveras Rivera,
Trustee.

MOTION FOR RELIEF OF STAY UNDER 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES now movant, **Banco Popular de Puerto Rico**, hereinafter referred to as "BPPR", by the undersigned attorney, and very respectfully alleges and prays:

1. Audie R. Gloderos Caballero and Minerva I. Valentín Crespo hereinafter will be referred to as "**the debtors**".
2. BPPR, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, it moves to request that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.

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3. The pertinent part of section 362 states that:

(d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

- (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
- (2) With respect to a stay of an act against property under subsection(a) of this section, if---
 - A) The debtor does not have an equity in such property ; and
 - B) Such property is not necessary to an effective reorganization;

4. BPPR is the holder in due course of a mortgage note in the principal sum of **\$99,400.00** bearing interest at **7.00%** per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public **María I. García Martilla** on **June 25, 2005**, deed number **462** ("the mortgage"). Attached hereto as **Exhibit 1** is a copy of the note and as **Exhibit 2** a copy of a title search that evidences BPPR's secured status.

5. The debtor's payment plan requires that the debtor make monthly regular post petition payments directly to BPPR.

6. The debtors have not made the monthly installments due to having incurred in a total of **4** post-petition installments in arrears to BPPR amounting to **\$3,228.92 plus \$400.00 in legal fees for the total amount of \$3,628.92.** See **Exhibit 3** attached hereto and made part hereof for an itemized statement of the arrearage.

7. The debtors' failure to make payments due under the mortgage note, results in the debtors' material default with the terms of the plan.

8. BPPR has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the debtors have failed to make post petition payments as called for under the terms of the plan. Consequently "cause" exists to lift the automatic stay.

9. In view of the foregoing BPPR respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.

10. On April 14, 2009 BPPR filed secured proof of claim number 10. Pursuant to the Administrative Order number 10-02 entered on November 1, 2010, BPPR hereby requests that proof of claim number 10 be deemed withdrawn if the remedy herein requested is granted.

11. Attached hereto as **Exhibit 4** is the non military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

WHEREFORE, BPPR respectfully prays that an order be entered authorizing the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to BPPR and authorizing BPPR to proceed with the foreclosure of the mortgage against the property of the debtors, with such further relief as is just and proper.

RESPECTFULLY SUBMITTED

I HEREBY CERTIFY that this 29 day of December, 2010 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: the Trustee Alejandro Oliveras Rivera and to the debtors' attorney, Marilyn Valdes Ortega.

Martínez & Torres Law Offices
P.O. Box 192938 San Juan, PR 00919-2938
Tel. (787) 767-8244 & Fax (787) 767-1183

s/ Vanessa M. Torres Quiñones
By: Vanessa M Torres Quiñones
USDC -PR 217401
vtorres@martineztorreslaw.com

NOTE
PAGARE

US\$ 99,400.00 GUAYNABO-----, Puerto Rico

JUNE 25-----, 20 05
25 de JUNIO----- de 20 05

FOR VALUE RECEIVED, the undersigned ("Borrower") promise (s) to pay POPULAR MORTGAGE,-----
FOR VALOR RECIBIDO, el (los) suscritor(es) ("Deudor") promete (n) pagar a POPULAR MORTGAGE,-----

INC.,-----or order the principal sum of NINETY NINE THOUSAND FOUR
INC.,-----o a su orden, la suma principal de NOVENTA Y NUEVE MIL CUATROCIENTOS
HUNDRED DOLLARS (\$99,400.00)-----
DOLARES (\$99,400.00)-----

Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the
Dólares, con intereses sobre el balance insóluto de principal desde la fecha de este Pagaré hasta su pago a
rate of SEVEN (7%)-----percent per annum. Principal and interest shall be payable at
razón del SIETE (7%)-----por ciento anual. El principal e intereses serán pagaderos en

POPULAR MORTGAGE, INC., GUAYNABO, PUERTO RICO 00966-----
POPULAR MORTGAGE, INC., GUAYNABO, PUERTO RICO 00966-----

or such other place as the Note holder may designated in writing, in consecutive monthly installments of
o en cualquier otro lugar que el tenedor de este Pagaré indique por escrito, en plazos mensuales y consecutivos de

SEVEN HUNDRED TWO POINT FIFTY FOUR DOLLARS (\$702.54)-----
SETECENTOS DOS PUNTO CINCUENTA Y CUATRO DOLARES (\$702.54)-----

on the FIRST-----day of each month beginning AUGUST 1ST.-----, 20 05-----, until
en el PRIMER-----día de cada mes comenzando el 1RO.-----de AGOSTO-----de 20 05-----, hasta

the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner
que se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante, si no antes
paid, shall be due and payable on JULY 1ST., 2030.-----
pagada, quedará vencida y pagadera on 1RO. DE JULIO DE 2030.-----

----- If any monthly installment under this Note is not paid when due and remains unpaid after a date
----- Si cualquier plazo mensual bajo este Pagaré no es pagado cuando vence y permanece impagado luego de la fecha

specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon
especificada en la notificación al Deudor, la suma total de principal pendiente de pago e intereses acumulados sobre la misma

shall at once become due and payable at the option of the Note holder. The date specified shall not be less
quedará inmediatamente vencidos y pagaderos a opción del tenedor de este Pagaré. La fecha especificada no será anterior

than thirty days from the date such notice is mailed. The Note holder may exercise this
a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagaré podrá ejercer esta

option to accelerate during any default by Borrower regardless of any prior forbearance.
opción de aceleración durante cualquier incumplimiento del Deudor, no importa cualquier indulgencia de morosidad anterior.

If suit is brought to collect this Note, the Note holder shall be entitled to collect in such
De radicare procedimiento judicial para el cobro de este Pagaré, el tenedor de este Pagaré tendrá derecho a cobrar en dicho

proceeding the agreed and liquidated amount of ten percent of the original principal amount heretofore to
procedimiento la suma pactada y líquida de diez por ciento de la suma original de principal del presente para

cover costs and expenses of suit, including but not limited to, attorney's fees.
cubrir los costos y gastos de dicho procedimiento, incluyendo, sin limitación, honorarios de abogado.

PUERTO RICO - 1 to 4 Family - 6/75 - FPMNA/FHLMC UNIFORM INSTRUMENT

AB
JULIAN RABATON

---Borrower shall pay to the Note holder a late charge of 3% percent of any
---El Deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de 3% por ciento de cualquier plazo
monthly installment not received by the Note holder within fifteen (15) ---- days after the
mensual que no sea recibido por el tenedor de este Pagaré dentro de quince (15) ---- días después de la fecha de
installment is due. ----
vencimiento de dicho plazo. ----

---Borrower may prepay the principal amount outstanding in whole or in part. The Note holder
---El Deudor podrá pagar por anticipado la totalidad o parte del balance insoluta del principal. El tenedor de este Pagaré
may require that any partial prepayments (i) be made on the date monthly installments are due
podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que vencen plazos mensuales
and (ii) be in the amount of that part of one or more monthly installments which would be applicable
y (ii) sean en la cantidad de aquella parte de uno o más plazos mensuales que sería aplicable
to principal. Any partial prepayment shall be applied against the principal amount outstanding and
a principal. Cualquier pago parcial por anticipado será aplicado contra el principal insoluta y
shall not postpone the due date of any subsequent monthly installments or change the amount of such
no pospondrá la fecha de vencimiento de cualquier plazo mensual subsiguiente ni cambiar el monto de dichas
installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date
plazos, a menos que el tenedor de este Pagaré acuerde lo contrario por escrito. Si, dentro de cinco años desde la fecha
of this Note, the undersigned makes any prepayments in any twelve month period beginning with the
de este Pagaré, los suscritores hacen cualquier pago anticipado en cualquier período de doce meses comenzando con la
date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a
fecha de este Pagaré o la de sus aniversarios ("año del préstamo") con dinero prestado a los suscritores por un
lender other than the holder hereof, the undersigned shall pay the holder hereof (a) during each of the
prestador que no sea el tenedor del presente, los suscritores pagarán al tenedor del presente (a) dinero cada uno de los
first three loan years 2% percent of the amount by which the sum of prepayments made
primeros tres años del préstamo 2% por ciento de la cantidad por la cual el total de los pagos anticipados hechos

in any such loan year exceeds twenty percent of the original principal amount of this Note and
en cualquier dicho año de préstamo exceda al veinte por ciento de la cantidad original del principal de este Pagaré y
(b) during the fourth and fifth loan years 1% percent of the amount by which the sum of
(b) durante los cuarto y quinto años del préstamo 1% por ciento de la cantidad por la cual el total de los
prepayments made in any such loan year exceeds twenty percent of the original principal amount
pagos anticipados hechos en cualquier dicho año de préstamo exceda al veinte por ciento de la cantidad original del principal

of this Note ----
de este Pagaré. ----

---Presentment, notice of dishonor, and protest are hereby waived by all makers
---Por la presente se renuncian los derechos de presentación, aviso de rechazo, y protest por todos los otorgantes
sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all
fiadores, garantizados y endosantes del presente. Este pagaré constituye obligación solidaria de todos sus
makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs,
otorgantes, fiadores, garantizados y endosantes a y los obliga así como a sus herederos,
personal representatives, successors and assigns. ----
representantes personales, sucesores y cesionarios. ----

---Any notice to Borrower provided for in this Note shall be given by mailing such notice by
---Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada por
certified mail addressed to Borrower at the Property Address stated below, or to such other address as
correo certificado dirigido al Deudor a la dirección de la Propiedad que abajo se indica, o a cualquier otra dirección que

Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be
el Deudor designa mediante notificación al tenedor de este Pagaré. Cualquier notificación al tenedor de este Pagaré deberá ser
given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address
enviada por correo certificado, con acuse de recibo, al tenedor de este Pagaré a la dirección
stated in the first paragraph of this Note, or at such other address as may have been designated by notice
indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notificación
to Borrower ----
al Deudor. ----

---The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith,
---La deuda evidenciada por este Pagaré está garantizada por una Hipoteca, de fecha igual a la del presente,
on property as indicated in Deed number 462 ---- before the subscribing Notary. ----
sobre propiedad según indicada en la Escritura número 462 ---- ante el Notario suscribiente. ----

AUDIE GOLDEROS CABALLERO
0-4 2ST., HACIENDAS DE GARRAZO
TRUJILLO ALTO, PUERTO RICO 00926

Property Address
Dirección de la Propiedad

MIRVIA TRIS VALENTIN GRESPO

Affidavit No.: 3,169

Signed and sealed, as witness and notary
Firmado y sellado, como testigo y notario

Notary Public
Notario Público



---I HEREBY CERTIFY that this
is a true and exact copy of the
original Mortgage Note.

NOTARY PUBLIC

ESTUDIO DE TITULO

CASO PARA : MARTINEZ & TORRES LAW OFFICES, P.S.C.
CASO NUMERO : N/E 23141
REFERENTE : AUDIE GOLDEROS CABALLERO
FINCA NUMERO : 23502, Inscrita al folio 21 del tomo 420 de Trujillo Alto, Registro de San Juan, Sección IV.

DESCRIPCION:

URBANA: Solar radicado en la Urbanización Haciendas de Carraizo, Segunda Sección, en el Barrio Carraizo del término municipal de Trujillo Alto, Puerto Rico, que se describe en el plano de inscripción de la Urbanización con el número, área y colindancias que se relacionan a continuación: Número del solar: 4 del bloque C. Área del solar: 387.37 metros cuadrados. En linderos por el Norte, con la calle número 1, en una distancia de 22.50 metros y medio arco de 2.75 metros; por el Sur, con el solar número 3, en una distancia de 26.00 metros; por el Este, con la calle número 3, en una distancia de 11.50 metros y medio arco de 2.75 metros; por el Oeste, con los solares número 5 y el número 6, en una distancia de 15.00 metros. Enclava edificación.

TRACTO:

Se segrega de la finca número 22212, inscrita al folio 160 del tomo 410 de Trujillo Alto a favor de la C.D.R. Development Corporation.

DOMINIO:

Consta inscrita a favor de AUDIE GOLDEROS CABALLERO y su esposa, MINERVA IRIS VALENTIN CRESPO, quienes adquieren por compra a C.D.R. Development Corporation, por la suma de \$48,380.00, según escritura número 158, otorgada en San Juan, el 31 de mayo de 1988, ante el notario Francisco Alonso Rivera. Inscrita al folio 21 del tomo 420 de Trujillo Alto. Inscripción primera.

GRAVAMENES:

Afecta por su procedencia a:

Servidumbre a favor de la Autoridad de Fuentes Fluviales, Autoridad de Acueductos y Alcantarillados, Puerto Rico Telephone Company, Municipio de Trujillo Alto y Condiciones Restrictivas, Condiciones de no explotar parcela de 5.892 cuerdas para la extracción de piedra y Servidumbre de paso.

Por sí a:

HIPOTECA:

Constituida por Audie Golderos Caballero y su esposa, Minerva Iris Valentín Crespo, en garantía de un pagaré a favor de POPULAR MORTGAGE INC., o a su orden, por la suma de \$99,400.00, con intereses al 7% anual y vencidero de 1 de julio del 2030, según escritura número 462, otorgada en Guaynabo, el 25 de junio del 2005, ante la notario María Isabel García Martilla. Inscrita al folio 149 del tomo 799 (ágora) de Trujillo Alto. Inscripción séptima.

PRESENTACION:

Presentada el 7 de febrero del 2005, al asiento 1011 del diario 427, según escritura número 167, otorgada en Guaynabo, el 30 de octubre de 2004, ante la notario Irma Rodríguez García, para que se inscriba modificación de hipoteca por la suma de \$79,200.00 y \$63,070.00.

Nota: Notificado el 29 de febrero del 2008 y Retirado el 15 de abril del 2008.

Continúa...

CASO: N/E 23141

FINCA: 23502

PAGINA: 2

REVISADOS: Libro de Embargos, Sentencias, Embargos Federales y Bitácora electrónica hasta el 24 de octubre del 2008.

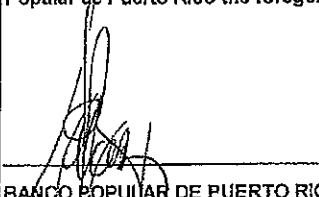
L.J.N. TITLE SEARCH COMPANY INC.
APARTADO 4511
CAROLINA, PUERTO RICO 00984
Tel (787) 791-5381, Fax (787) 791-5304

~~Por~~ OFICIAL AUTORIZADO

DJM/vjr PD27

ADVERTENCIA: El presente informe representa la realidad registral según la información contenida en los Registros Oficiales del Registro de la Propiedad. La bitácora electrónica no es un libro oficial del Registro, por lo tanto no somos responsables de errores u omisiones en su contenido.

23141

STATEMENT OF ACCOUNT					
DEBTOR:		Audie R. Golderos Caballero		BPPR NUM:	071010018309073
BANKRUPTCY NUM:		08-08073SEK	FILING DATE:		11/26/08
SECURED LIEN ON REAL PROPERTY					
Principal Balance as of 04/01/10					98,173.86
Accrued Interest from 03/01/10 to 12/31/10					5,726.81
Interest:	7.000%	Accrued num. of days:	300	Per Diem:	19.089362
Monthly payment to escrow					
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00
A&H	\$0.00	Life	\$0.00		
Total montly escrow		\$0.00	Months in arrears	9	Escrow in arrears 0.00
					Accrued Late Charge: 413.53
Advances Under Loan Contract:					
Title Search	\$35.00	Tax Certificate	\$0.00	Inspection	\$0.00
Other	\$95.00				130.00
Legal Fees:					1,260.00
Total amount owed as of 12/31/10					105,704.20
AMOUNT IN ARREARS					
PRE-PETITION AMOUNT:					
5 payments of \$770.00 each one					3,850.00
accumulated lated charges					264.61
Advances Under Loan Contract:					
Title Search	\$35.00	Tax Certificate	\$0.00	Inspection	\$0.00
Other	\$95.00				130.00
Legal Fees					1,260.00
A = TOTAL PRE-PETITION AMOUNT					5,504.61
POST-PETITION AMOUNT:					
4 payments of \$770.00 each one					3,080.00
Late Charge					148.92
B = TOTAL POST-PETITION AMOUNT					3,228.92
A + B = TOTAL AMOUNT IN ARREARS					8,733.53
OTHER INFORMATION					
Next pymt due	04/01/10	Interest rate	7.000%	P & I	\$702.54
				Monthly late charge	\$37.23
Investor	BANCO POPULAR DE PUERTO RICO		Property address URB. HACIENDAS DE CARRAIZO C-4 CALLE 2 TRUJILLO ALTO PR 00926		
<p>The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.</p>					
 BANCO POPULAR DE PUERTO RICO					12/22/10 DATE

SACCTFHA Gerardo Cáceres

Department of Defense Manpower Data Center

Dec-28-2010 05:38:25



Military Status Report
Pursuant to the Service Members Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
VALENTIN CRESPO	MINERVA I.	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was

within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:QCG45R69DM

Department of Defense Manpower Data Center

Dec-28-2010 05:46:40



Military Status Report
Pursuant to the Service Members Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
GLODEROS CABALLERO	AUDIE R.	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

A handwritten signature in black ink that reads "Mary M. Snavely-Dixon".

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

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Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:L9JVLGVQ3C